



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

7. Criminal Law (§ 789*)—Trial—Instructions—Reasonable Doubt.—An instruction that a reasonable doubt is such a doubt as may be honestly and reasonably entertained, and must be based on the evidence, that it must not be an arbitrary doubt, but must be serious and substantial, and must be a doubt of a material fact necessary for the jury to believe to find a verdict of conviction, and not of immaterial and nonessential circumstances, while possibly of little aid to the jury, could not have misled them, when considered in connection with another instruction that the jury should not go beyond the evidence to hunt up doubts, nor entertain doubts merely chimerical or conjectural, that a doubt justifying the acquittal must arise from a candid and impartial investigation of the evidence, and is insufficient unless it is such that, if interposed in the graver transactions of life, it would cause a reasonable and prudent man to hesitate, and that if, after considering all the evidence, the jury could say that they had an abiding conviction of the truth of the charge, they would be satisfied beyond all reasonable doubt.

[Ed. Note.—For other cases, see Criminal Law, Cent. Dig. §§ 1846-1849, 1851, 1880, 1904-1922, 1960, 1967; Dec. Dig. § 789.* 11 Va.-W. Va. Enc. Dig. 636.]

Appeal from Circuit Court, Wise County.

Morgan Mullins was convicted of murder in the second degree, and he appeals. Reversed. CARDWELL, J., absent.

Vickers v. Peery, and *A. A. Skeen*, for the plaintiff in error.
Atty. Gen. Samuel W. Williams, for the Commonwealth.

GRAY *v.* ATLANTIC TRUST & DEPOSIT CO., Inc., et al.

June 13, 1912.

[75 S. E. 226.]

1. Cancellation of Instruments (§ 37*)—Pleading—Bill.—A bill to set aside a trust deed or chattel mortgage on the ground that it was invalid and fraudulent per se need not allege facts showing a fraudulent intent on the part of the grantor or grantee, the gravamen being that the mortgage was not sufficient as a matter of law, and so intentional or actual fraud is unnecessary to its invalidity.

[Ed. Note.—For other cases, see Cancellation of Instruments, Cent. Dig. §§ 66-80; Dec. Dig. § 37.* 6 Va.-W. Va. Enc. Dig. 498.]

2. Chattel Mortgages (§ 72*)—Invalidity—Actual Fraud.—Actual or intentional fraud need not be imputed to the grantee, the trustee,

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

or any one else concerned, to hold a mortgage or deed of trust of personal property fraudulent in law.

[Ed. Note.—For other cases, see Chattel Mortgages, Cent. Dig. §§ 142, 143; Dec. Dig. § 72.* 6 Va.-W. Va. Enc. Dig. 463.]

3. Chattel Mortgages (§ 188*)—Invalidity—Fraud as a Matter of Law.—Where a deed of trust given on a stock of china, which was an exhibit at a fair building, to secure a note, recited that the party of the first part granted unto the trustee the stock of china, but that the grantor should remain in quiet possession and take the profits thereof to his own use until default should be made in the payment of the note, it was fraudulent in law and void, because giving the grantor and debtor a means to defraud his other creditors, and so it could not be enforced by the beneficiary against other creditors of the grantor.

[Ed. Note.—For other cases, see Chattel Mortgages, Cent. Dig. §§ 393-404; Dec. Dig. § 188.* 6 Va.-W. Va. Enc. Dig. 565, 586.]

Appeal from Law and Chancery Court of City of Norfolk.

Bill by Earl S. Gray, as assignee, against the Atlantic Trust & Deposit Company, Incorporated, and another. From a decree for defendants, plaintiff appeals. Reversed and remanded.

KEITH, P., absent.

Morris, Garnett & Cotten, for appellant.

Jeffries, Wolcott & Lankford, for appellees.

HUGHES *v.* BURWELL.

June 13, 1912.

[75 S. E. 230.]

1. Assignments (§ 34*)—Contract—Execution.—Where a contract for the sale of an account against an insolvent firm by plaintiff to defendant was fully arranged, and the details agreed on, so that nothing remained to be done, except to have the account assigned, the fact that the assignment was not made or the contract reduced to writing, because defendant elected to withdraw before the assignment had been prepared, did not indicate that the contract was incomplete, nor preclude plaintiff from suing for breach thereof.

[Ed. Note.—For other cases, see Assignments, Cent. Dig. §§ 67-71; Dec. Dig. § 34.* 1 Va.-W. Va. Enc. Dig. 759; 3 Va.-W. Va. Enc. Dig. 330.]

2. Assignments (§ 34*)—Contract—Breach—Construction.—In an action for breach of a contract to take an assignment of an account

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.